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The Solicitors' Journal.

LONDON, SEPTEMBER 18, 1875.

CURRENT TOPICS.

BY THE DEATH of Mr. Roche, one of the supernumerary registrars in the Court of Bankruptcy ceases. It will be remembered that by the Act of 1869 the registrars in the old London Bankruptcy Court were attached to the London Bankruptcy Court constituted under that Act. But by section 61 it was provided that, subject to this provision, the court should consist of a judge, "and such number of registrars not exceeding four . . . as may be determined by the Chief Judge with the sanction of the Treasury." There are still five registrars in the Senior Registrars' Department; so it may be expected that no new appointment will be made in the place of Mr. Roche.

WHAT IS VACATION BUSINESS? is a question which must be often asked by puzzled practitioners in the Court of Chancery, and it is one which seldom receives a definite answer. It has generally been considered that whatever can be shown to be urgent comes under this head, but, to judge from events, the urgency must be of a peculiar nature. When Vice-Chancellor Bacon, on the first day of the vacation on which he sat, refused to make an order on the prayer of a petition for the return of a parliamentary deposit, he did so on the ground that it was not vacation business. Nevertheless, the parties proved the urgency of the case, as far as they were concerned, by proceeding to the House of Lords, where the Lord Chancellor, who happened to be there on other business, granted the application at once. Since that day several such orders have been made without any strong proof of urgency, the Vice-Chancellor considering that he has no longer any discretion on this particular subject. On Tuesday last, however, the learned judge refused to listen to an application for what he designated "the raising of a sum of money to complete a railway," and, having read the papers, he, doubtless, had good cause for his refusal. *Prima facie*, however, it might appear that such an application was urgent, as, for want of the powers sought, a large amount of capital already laid out might possibly be rendered unproductive for a long interval. The only conclusion we are able, on the whole, to arrive at is that vacation business is whatever the judge chooses in his discretion to entertain.

A SERIES of singular incidents has recently directed public attention to the present mode of holding coroners' inquests. All we have said from time to time of the necessity for legal knowledge and experience in the coroner has been borne out by the proceedings in the second Solent inquest, where the coroner (a medical man) engaged a legal assessor to sit with him. This was undoubtedly a prudent course, but it was exactly the reverse of that which, in our opinion, ought to be adopted. A legal coroner, with a medical assessor to sit with him in cases where any difficulty is likely to occur in appreciating the medical evidence, would constitute a highly satisfactory tribunal. Another matter which has excited comment is the course taken by the coroner at the first inquest on the Solent collision, in adjourning

the jury to the next assizes, where, as Holt, C.J., said in *Smith's case* (Comb. 386), "the judge will inform them better." We regard with regret the unearthing of this inconvenient precedent, and shall look with some interest for the observations upon it of the learned judge before whom the matter will be brought at the next Hampshire Assizes. But the chief subject of controversy has been the advisability of holding several inquests relating to the same occurrence. In the Kildwick accident case two inquiries were held, resulting in different verdicts; in the Solent accident case one jury was unable to agree, but the majority are understood to have been in favour of a verdict of manslaughter against the officers of the Royal yacht, while the second jury only censured the officers for a mistake in judgment. This is no new thing. Some years ago a collision occurred in the Thames between two ships, *The Metis* and *The Wentworth*, on which three inquests were held. In inquest No. 1 the verdict was that *The Metis* was to blame; in inquest No. 2, that both *The Metis* and *The Wentworth* were to blame; while inquest No. 3 resulted in a verdict that *The Wentworth* only was in fault. It has been suggested in the *Times* that some arrangement might be made by which the results of the first inquiry should be accepted as conclusive as to the culpability of any person suspected or accused of criminal conduct, subsequent inquiries being limited to the question whether the deceased did or did not die by the calamity to which the previous inquiry related. This suggestion would, undoubtedly, be convenient, but it seems to be open to some difficulties. It assumes that the evidence given at each of the inquests will necessarily be the same; whereas it is quite possible that fresh evidence may in many cases be forthcoming which will throw an altogether new light on the case, and result in the substitution for a previous verdict of accidental death of a verdict of manslaughter. It would hardly be advisable to make the result of a first inquiry, often hurriedly conducted, conclusive on subsequent inquests relating to an important question affecting the interests of a large number of people. The reform most needed in coroners' inquests is that which the Judicature Commissioners in their report last year on public prosecutors have recommended, namely, that the finding of a coroner's jury should not any longer have the effect of an indictment, but should only authorize the issuing of a warrant by the coroner to bring the accused before a magistrate, and operate as instructions to the police and the local public prosecutor (when that functionary is appointed) to investigate the charge. If this suggestion were carried out, the system of holding several inquests on the same occurrence would, to a great extent, cease to be liable to the objection at present alleged against it of being a double prosecution for the same offence.

THE MAYOR'S COURT still finds work for the Court of Common Pleas, and the present stage of the contest is illustrated by several recent cases, to which it may be useful to draw our readers' attention. In *Gold v. Turner* (23 W. R. 732, L. R. 10 C. P. 149) the court declined to enforce the rule they have lately laid down of inflicting costs upon the attorney, the case being one in which the court required an argument, and in which, therefore, an innocent error might well be presumed; and, indeed, after the controversies of late years, it may be easily seen what a wide margin of uncertainty is left wherever a question turns on the phrase "cause of action" or "whole cause of action." *Gold v. Turner*, at any rate, makes it clear (if it was not so before) that the order for goods accepted on the spot is part of the cause of an action brought for the price, and therefore, if it occurs outside the jurisdiction of the Mayor's Court, will prevent the action from being maintained in that court. From *Green v. Beach* (L. R. 8 Ex. 208, if that case is law), we should conclude that since the mere giving of an order verbally in one place, which is accepted in another, constitutes "part of the cause of action," so as to give jurisdiction to the county court of the district where it

took place, it must follow that the mere giving of the order outside the jurisdiction of itself excludes the jurisdiction; for if part is outside, how can the whole be within? If this be so, *Gold v. Turner* is an *à fortiori* case.

In *Wallace v. Allan* (23 W. R. 703) a bold stroke was attempted, which, if successful, would have gone near to putting an end to rules for prohibition, for the power of the court to give costs was denied, and the case of *Ex parte The Overseers of Everton* (19 W. R. 927, L. R. 6 C. P. 245) was cited, which, as it is reported, looks very much like an authority for that position. The decision, however, was explained as referring only to an application for costs under 1 Will. 4, c. 21, s. 1, and the general principle was affirmed that the court can on every rule give costs if they are asked for by the rule, and that rules for prohibition are no exception.

Jeffries v. Worthington (23 W. R. 750, L. R. 10 C. P. 379) raised an equally formidable obstacle to the exercise of this kind of jurisdiction, the contention being that the court is bound, if the defendant claims it, to direct the plaintiff to declare in prohibition, and that, further, the writ is so far discretionary that, if the matter in dispute is small, or the application late, the court may, and ought, at least if the applicant be that "stranger" whose assistance has been found so invaluable, to refuse the prohibition. Neither argument was admitted; the court, after taking time to consider, denied that any distinction was to be made between an application by a stranger and by the defendant below, dissenting from the view taken in *Foster v. Berridge* (11 W. R. 799, 4 B. & S. 187), and they further determined that the circumstances relied on did not affect the question. The ground of decision is that, the reason for "interference by prohibition is not that the defendant below is individually damaged, but that the cause is drawn *ad aliud examen*, and that public order in the administration of the law is broken;" and hence the court conclude that "inasmuch as the duty of enforcing such order is imposed on the superior courts, and the issue of a writ of prohibition is the means given to them by law of enforcing such order, it seems to us that upon principle and in the absence of enactment, it must be their duty to issue such writ whenever they are clearly convinced by legal evidence, by whomsoever brought before them, that an inferior court is acting without jurisdiction, or is exceeding its jurisdiction." This decision is one of considerable importance, the more so as it is in conflict with *Foster v. Berridge*; it must be observed that it puts the exercise of the jurisdiction in prohibition on the ground of public duty, and that the denial of its discretionary character is a denial in this sense.

With respect to the contention that the defendant is entitled to put the applicant to declare in prohibition, it appeared to be supported by some *dicta*, but these on examination were found to be loose and unauthoritative; and the rule was laid down, as it has been commonly supposed to be, that it is in the discretion of the court to put the plaintiff in prohibition to declare; that it will do so where a doubt exists either on the facts or on the law, but that, where it entertains no doubt, it will make the rule absolute for prohibition at once. On this head of practice the judgment may be consulted with interest and advantage, as it traces the history of this branch of procedure from an early date.

On Tuesday last the indefatigable Mr. Cobbett applied to Vice-Chancellor Bacon, upon an affidavit filed in the matter of Sir Roger Tichborne, for leave to give notice of motion for a writ of *habeas corpus* to bring up the body of Sir Roger Tichborne "now unlawfully detained in Dartmoor." Mr. Cobbett stated his case at some length, resting his application upon the ground that the Lord Chief Justice in his summing-up had made the mistake of supposing that two people were four. No one will be surprised to hear that the application was refused.

OF THE STATUTORY CLAUSE PROHIBITING CERTIORARI.

In the recent case of *Reg. v. Chantrell* (23 W. R. 707) the Court of Queen's Bench decided that where by a statute creating an offence punishable on summary conviction the *certiorari* is taken away, the court is prohibited from taking cognizance of a special case reserved by the justices at quarter sessions by consent of the parties, on appeal against a conviction. The grounds on which this decision was based were that the *certiorari* was necessary to remove the case; that, without it, the court had no jurisdiction to decide the question intended to be raised by it; and that the mere consent of the parties could not give jurisdiction. In the judgment the attention of the Legislature is called to the question whether it is desirable to give this extensive effect to the clause prohibiting the *certiorari*; and reference is made to sections 107 and 108 of the Highway Act (5 & 6 Will. 4, c. 50), and an extension of the mode of legislation adopted in those sections is suggested. It does not seem superfluous, with reference to the hint of legislation thus conveyed, to place before our readers a consideration of the history of the clause taking away the *certiorari*, as well as of the modern legislation affecting summary proceedings before justices and appeals therefrom, in order that a correct appreciation of the effect of this clause at the present day may be arrived at, and the advisability of the suggested legislation may be considered.

The clause taking away the *certiorari* had its origin in the fact that in modern times it has been the custom to repose more confidence in justices of the peace in respect of their mode of executing their summary jurisdiction than was at one time the case. Formerly the courts closely scanned orders and convictions of justices whether out of sessions or at sessions; required that they should expressly show upon the face of them that the justices had acted strictly up to and within the jurisdiction conferred upon them, and, in fact, required the orders and convictions to be a complete record of the proceedings. The courts, regarded with much jealousy the exercise of the summary jurisdiction, as being contrary to the course of the common law, and dispensing with trial by jury, and would make no intendment in favour of these convictions or orders, and this mode of viewing them led to excessive technicality, and, as was remarked in the recent case, "there can be no doubt that a great many orders, good, valid, and worthy to have been upheld on the merits, were often quashed for some technical defect, in an age in which technical and formal objections prevailed more than, happily, they do now."

At quarter sessions in very early days it was the practice to include in the commission one or two sergeants-at-law or other lawyers, and the learning of the sessions was thus sufficient to cope with any questions that might arise. In course of time, however, the jurisdiction and duties imposed upon justices in and out of sessions became extended, and applied to more difficult and more numerous cases; probably also the attendance of the learned persons in the commission became less frequent as the business increased; accordingly, we find in the commission of the peace settled in the time of Queen Elizabeth, in the form in which it now exists, that in a case of difficulty judgment in no wise should be given by the sessions "unless in the presence of one of our justices of either bench, or of one of our justices appointed to hold the assizes" in their county. The judgment delivered in *Reg. v. Chantrell* traces the rise and fall of the practice of referring to the judge of assize, and the rise and prevalence of the practice of stating a case for the opinion of the Court of Queen's Bench. The latter practice may be taken to have been established at the latter part of the last century. When this became the course of proceeding it was obviously necessary that a method should be adopted of

securing that the court should become properly possessed of an authentic case; for without some such mode one set of justices might state one case, and another set another case. So also it was necessary that there should be a mode of compelling the justices to return to the court the case which they had in sessions stated. Accordingly, as before this period the writ of *certiorari* was adopted to bring up orders and convictions, so now the same writ went to bring up the order and conviction, and with them all other proceedings thereon, and thus the case, being a part of the proceedings (see *Rex v. Justices of Middlesex*, 8 D. & R. 117), was, so to speak, caught, and upon allowance of the writ by the justices, they, by their return, put the court in possession of the authentic case. This became the formal machinery established by the court for bringing up the case. But the court declined to confine itself to the point raised by the case, and, as the convictions and orders accompanied the case in the return to the writ, and were before the court, the judges always listened to objections arising on the face of these documents. The prevalence of formal and technical objections, therefore, continued unabated by the reservation of the case. Hence it became the custom for the Legislature to interfere and to insert in various Acts imposing penalties enforceable summarily, the provision to which we are now calling attention in the following language, or, to the following effect:—"No summary conviction under this Act shall be quashed for want of form, or be removed by *certiorari* into any of her Majesty's courts of record." Such a form of enactment is now to be found in the statutes for consolidating the criminal law (24 & 25 Vict. c. 96, s. 111; c. 97, s. 69; c. 99, s. 32; c. 100, s. 72). It is not easy to fix the exact date when the Legislature first adopted this clause, but we find Lord Kenyon in the year 1800 lamenting that in a variety of cases the *certiorari* was taken away (*Rex v. Jukes*, 8 T. R. at p. 545). Notwithstanding this clause it would seem that the court still granted a *certiorari* where a conviction was objected to on the ground that it failed to show that the justices were acting within their jurisdiction, and the court still continued to quash orders or convictions on the ground that they were made without jurisdiction, receiving affidavits, if necessary, to satisfy them of the facts (see *Reg. v. Bolton*, 1 Q. B. 66). The principle of the clause we find in the year 1849 adopted in Baines' Act (12 & 13 Vict. c. 45, s. 7) by a general enactment that "if, on the return to any writ of *certiorari*, any objection shall be made on account of any omission or mistake in the drawing up of such order or judgment, and it shall be shown to the satisfaction of the court that sufficient grounds were in proof before the justice or justices making such order or giving such judgment to have authorized the drawing up thereof free from the said omission or mistake, it shall be lawful for the court, upon such terms as to payment of costs as it shall think fit, to amend such order or judgment, and to adjudicate thereupon as if no such omission or mistake had existed; provided always that no objection on account of any omission or mistake in any such order or judgment brought up upon a return to a writ of *certiorari* shall be allowed unless such omission or mistake shall have been specified in the rule for issuing such *certiorari*." One would have thought that after this general enactment the object of the clause taking away the *certiorari* was satisfied; nevertheless, it still continued to be inserted.

We may next consider how far the prohibitory clause is effective at the present day, or in other words in what cases the objects of a *certiorari* can be accomplished without any *certiorari*. In the first place Baines' Act enables the parties at any time after notice of appeal against a conviction or order, by consent and by order of a judge, to state a special case for the opinion of the superior court, "and to agree that a judgment in conformity with the decision of such court, and for such costs as such court shall adjudge, may be entered on

motion by either party at the sessions next or next but one after such decision shall have been given, and such judgment shall be of the same effect as if the same had been given by quarter sessions upon an appeal duly entered and continued" (12 & 13 Vict. c. 45, s. 11). In this case, therefore, the *certiorari* is not required.

Then, under statute 20 & 21 Vict. c. 43, either party may, if dissatisfied with the justices' determination, in point of law, where they have power to determine, summarily apply to them to state and sign a case for the opinion of one of the superior courts of law, and it is expressly enacted that no writ of *certiorari* shall be required either for removing the conviction, &c., or the case (20 & 21 Vict. c. 43, s. 19). This power of stating a case is independent of any appeal given to the sessions, so that it is competent for the parties to state a case where such appeal is given (*Steele v. Brannan*, 20 W. R. 607, L. R. 7 C. P. 264).

In addition to this it has been held that no *certiorari* is requisite to remove an order from quarter sessions into the Queen's Bench for the purpose of entering it under Baines' Act (*Hawker v. Field*, 1 L. M. & P. 606).

Now let us turn to statute 5 & 6 Will. 4, c. 56, ss. 107 and 108, in order to see what is the legislation recommended by the Court of Queen's Bench in *Reg. v. Chantrell*. By section 107 of that statute no "proceeding touching the conviction of any offender against this Act, &c., shall be quashed for want of form or be removable (except as herein mentioned) by *certiorari*." By section 108, "in any case of appeal the court of quarter sessions before whom the same is heard and determined may, if they think fit, state the facts specially for the determination of the Court of King's Bench thereon, in which case it shall be lawful to remove the proceedings by writ of *certiorari* or otherwise to the said court." To take away the *certiorari* for the purpose of giving it back in the only case in which the prior clause operates practically to take it away, is a course which one may have supposed possibly to have suggested itself to a parliamentary draftsman, but we should hardly have expected to have found it recommended by a court which is not the most backward to give expression to criticisms on Acts of Parliament. If positive legislation on this subject is to continue we should give the parliamentary draftsman the preference, and acknowledge his merit in having already adopted a clause framed on the section of Baines' Act to which we have alluded. Such a clause is to be found in the Prevention of Crimes Act, and runs as follows:—"No warrant or conviction in respect of any offence against this Act shall be quashed for want of form, and the court before whom any question relating to the validity of any such warrant or conviction is brought may amend such warrant or conviction if it is of opinion that there was sufficient evidence before the court by whom the warrant was issued, or conviction made, to justify the issue of such warrant or making of such conviction" (34 & 35 Vict. c. 112, s. 17, sub-section 6).

We should, however, rather advocate the simple omission of the prohibitory clause. We have seen that, irrespective of consent, either party may, on a question of law arising before the justices out of sessions, apply for a case to be stated for the Queen's Bench; in this case the prohibitory clause is inoperative. By consent, after notice of appeal given, a case may be stated; the clause is here likewise inoperative. If the conviction or order is made without or in excess of jurisdiction the clause is also ineffective. On the hearing of an appeal to the quarter sessions, or on *certiorari* from the sessions, the clause (section 7) in Baines' Act above quoted applies, and this seems really to supply all the remedy required in these cases.

The *Athenaeum* says that the subject of the erection of a new block of the Public Record Office, which is greatly needed, is still under the consideration of the Treasury and First Commissioner of Works and Buildings.

THE NEW PRACTICE: A READING OF THE RULES.

III.—HOW TO SUE. (1) THE WRIT.

EVERY action in every division of the High Court will commence with a writ in form resembling that hitherto in use in the Common Law Courts. The use of more prolix or other forms will subject the party using them to have struck off on taxation the costs thereby occasioned (a). A writ for service out of the jurisdiction must be in a special form (b), and will not be issued without the leave of a judge (c). The writ remains in force for twelve instead of six months, and if any defendant has not been served with it, it may be renewed within the twelve months; but only by leave of a judge or district registrar, and on proof that reasonable efforts have been made to serve the writ, or for other good reason (d). It will be observed that the result of this provision will be to put an end to the system of renewing writs in order to prevent the Statute of Limitations from running.

The writ must specify the division of the High Court to which it is intended that the action shall be assigned (e), and if the action is in the Chancery Division, the name of the judge of that division before whom it is to be tried (f). Upon the point of the option to choose divisions there has been a good deal of misapprehension, from which even the framers of the Act of 1873 do not seem to have been free. By section 34 all causes and matters hitherto within the exclusive cognizance of the Probate, Divorce, and Admiralty Courts were assigned to the Probate, Divorce, and Admiralty Division. By section 35 (subject to rules of court and the provisions of the Act) the plaintiff was enabled to assign his cause to any division not being the Probate, Divorce, and Admiralty Division. Hence, only cases within the exclusive cognizance of the Admiralty Court could have been heard by the Admiralty Division. This was remedied by Order 5, rule 4, which provides that every person by whom any cause or matter may be commenced in the High Court, which would have been within the non-exclusive jurisdiction of the Court of Admiralty, may assign it to any one of the divisions of the court, including the Admiralty Division. Section 11 of the Amendment Act, 1875, also provides, in substitution for section 35 of the Act of 1873, that, subject to rules of court, a person commencing any cause or matter shall not assign the same to the Probate, Divorce, and Admiralty Division unless he would have been entitled to commence the same in the Court of Probate, or in the Court for Divorce and Matrimonial Causes, or in the High Court of Admiralty if the Act had not passed.

The effect of the provisions in the Acts and Rules relating to the division in which a plaintiff must sue is as follows:—You may assign your action to any division you like (g). But if you assign any action to the Probate, &c., Division which could not have been commenced in the Court of Probate or Divorce or Admiralty: or assign to any other division than the Chancery Division any matters hitherto within the exclusive statutory jurisdiction of the Court of Chancery, or any causes or matters for the purpose of administration of the estates of deceased persons, the dissolution of partnerships, or the taking of partnership or other accounts, or redemption or foreclosure of mortgages, or the raising of portions or other charges on land, or the sale and distribution of the proceeds of property subject to any lien or charge, or the execution of trusts, or the rectification, &c., of deeds or instruments, or specific performance, or partition, or sale of real estates, or wardship of infants, and care of infants' estates;

or assign to any other than the Queen's Bench Division any matter hitherto within the exclusive jurisdiction of the Court of Queen's Bench; or assign to any other than the Common Pleas Division any matter hitherto within the exclusive jurisdiction of the Court of Common Pleas; or assign to any other than the Exchequer Division any matter hitherto within the exclusive jurisdiction of the Court of Exchequer (h); any judge of the division to which the action has been wrongly assigned, upon being informed thereof may, on a summary application at any stage of the action, direct it to be transferred to the division to which it ought to have been assigned, or may, if he think it expedient so to do, retain the action in the division in which it was commenced (i).

The writ will be indorsed before it is issued with a statement of the nature of the claim made or of the relief required in the action (k). In this indorsement it is not essential to set forth the precise ground of complaint or the precise relief prayed for (l). The numerous forms of indorsement given in the schedule are couched in somewhat indefinite language. Here, for instance, is the indorsement on the writ in an action for libel:—

"The plaintiff's claim is for damages for libel;"

and the indorsement on a writ in an action for the execution of trusts is as follows:—

"The plaintiff's claim is to have the trusts of an indenture dated , and made between , carried into execution."

Where the plaintiff sues or the defendant is sued in a representative capacity, the indorsement must show the capacity in which he sues or is sued (m). An insufficient indorsement may be amended by leave of a judge (n). Where the plaintiff's claim is for a debt or liquidated demand only, the indorsement must also state the amount claimed for debt and costs, so as to enable the defendant to pay the amount and stay further proceedings (o).

Lastly, the writ must be indorsed with the address of the plaintiff and the name and place of business of his solicitor. If such place is more than three miles from Temple-bar an address for service, not more than three miles from Temple-bar, must be given. And where any such solicitor is only agent of another solicitor, he must add the name or firm and place of business of the principal solicitor (p). Where the writ is issued out of a district registry, and the defendant must appear there (q), the solicitor need only give on the writ the address of the plaintiff, and his own name or firm and place of business within the district.

The provisions of rule 25 of the Common Law Procedure Act, 1852, as to the permissive use of special indorsements of the particulars of the amount sought to be recovered, in actions where the plaintiff seeks merely to recover a debt or liquidated demand, are extended so as to apply to money payable on a trust, and to cases where the defendant does not reside within the jurisdiction (r). And in cases of ordinary account—e.g., partnership, or executorship, or trust account—the plaintiff may, if he chooses, have the writ indorsed with a claim that such account be taken (s). As both these modes of procedure are likely to be extensively taken advantage of, it will be convenient to trace the progress of actions thus commenced. In an action where the plaintiff seeks to recover a debt or liquidated demand in money payable by the defendant, the writ may be indorsed with the particulars of the amount sought to be recovered. If, after the writ has been duly served, the defendant does not appear, the plaintiff, on affidavit of service, may sign final judgment for not exceeding the sum indorsed on the writ,

(a) Order 2, rule 2.

(b) *Id.* rule 5.

(c) *Id.* rule 4.

(d) Order 8, rule 1.

(e) Order 2, rule 1.

(f) Judicature Act, 1873, s. 42; order 6, rule 4.

(g) Judicature Act, 1875, s. 11.

(h) Judicature Act, 1873, s. 34.

(i) Judicature Act, 1875, s. 11.

(k) Order 2, rule 1.

(l) Order 3, rule 2.

(m) *Id.* rule 4.

(n) *Id.* rule 2.

(o) *Id.* rule 7.

(p) Order 4, rules 1 and 3.

(q) *Ante*, p. 843.

(r) Order 3, rule 6.

(s) *Id.* rule 8.

with interest to the date of the judgment, and costs (f). Where there are several defendants, and some appear and others do not, final judgment may be entered against such as have not appeared, and execution may issue upon such judgment, without prejudice to the right of the plaintiff to proceed in his action against such as have appeared (u). Upon the judgment so entered it appears that execution may issue at once (v). If the defendant appears on a writ specially indorsed for a debt, and does not dispense with the statement of claim, the plaintiff will file as his statement a notice to the effect that his claim is that which appears by the indorsement on the writ, unless he is ordered by a judge to deliver a further statement (w). The plaintiff may then on affidavit verifying the cause of action, and swearing that in his belief there is no defence to the action, call upon the defendant to show cause before a judge why the plaintiff should not sign final judgment for the amount indorsed, with interest and costs; and unless the defendant shows that he has a good defence on the merits, the judge may make an order empowering the plaintiff to sign judgment (x). The defendant may show cause against the application by offering to bring into court the sum indorsed on the writ or by affidavit. The judge may order the defendant to be orally examined (y). Leave to defend may be given unconditionally or subject to terms (z); and the defendant will then deliver his defence within eight days if no time is specified in the order (a). If any part of the plaintiff's claim is admitted, the plaintiff will have judgment forthwith for such part, and the defendant may defend as to the residue (b); and if one defendant has a defence and others have not, the former will be allowed to defend, but final judgment may be entered against the latter (c). If the defendant, having obtained leave to defend, does not, within the time allowed for that purpose, deliver a defence or demurrer, the plaintiff may, at the expiration of that time, enter final judgment for the amount claimed, with costs (d). If the action is against several defendants, one of whom makes default in delivering his defence or demurrer, the plaintiff may enter judgment against him, and issue execution without prejudice to the right of the plaintiff to proceed with his action against the other defendants (e).

Where an account is sought the writ indorsed with a claim that such account be taken (f) must be served. If the defendant does not appear, or if, having appeared, he fails to satisfy a judge that there is some preliminary question to be tried, an order for an account will be forthwith made (g). The application for the order will be made by summons, supported by an affidavit stating concisely the grounds of plaintiff's claim to an account (h).

The procedure under the Bills of Exchange Act is retained (i).

The period during which concurrent writs can be issued, is extended from six to twelve months after the issue of the original writ (k).

The writ will be sealed by the proper officer, with whom the plaintiff or his solicitor will leave a copy, which the officer will file in the manner prescribed in the rules (l).

The next step is the service of the writ. This is not necessary if the defendant by his solicitor agrees to accept service and enters an appearance (m). When service is required it must, wherever practicable, be personal; but a judge may order substituted or other service or the substitution of notice for service, if from any cause the plaintiff is unable to effect prompt personal

service (n). The application for the order must be supported by affidavit (o). The person serving the writ must, as at present under the Common Law Procedure Act, 1852, within three days at most after such service indorse on the writ the day of the month and week of the service, otherwise the plaintiff will not be at liberty, in case of non-appearance, to proceed by default (p). Service of a writ in an action to recover land in case of vacant possession is, as at present under section 170 of the Common Law Procedure Act, 1852, to be made by posting the writ on the door of the dwelling-house or other conspicuous part of the property (q).

As to service out of the jurisdiction, a discretionary power is given to a judge to allow it whenever the whole or any part of the subject-matter of the action is land or stock, or other property situate within the jurisdiction, or any act, deed, will, or thing affecting such land, stock, or property, and whenever the contract which is sought to be enforced or rescinded, dissolved, annulled, or otherwise affected in any such action, or for the breach whereof damages or other relief are or is demanded in such action, was made within the jurisdiction, and whenever there has been a breach within the jurisdiction of any contract wherever made, and whenever any act or thing sought to be restrained or removed, or for which damages are sought to be recovered, is to be done or is situate within the jurisdiction (r). The application for the order must be supported by evidence, by affidavit, or otherwise, showing in what place or country such defendant is or probably may be found, and whether such defendant is a British subject or not, and the grounds upon which the application is made (s). The order will limit a time for appearance (t). It will be observed that the "cause of action" difficulty, just when it has been finally settled (u), is avoided by the omission of those unhappy words, and a more specific enumeration of the cases in which service out of the jurisdiction may be ordered.

(2) APPEARANCE.

The rules as to where an appearance is to be entered have been already noticed (v). The provisions of the rules as to the mode of entering it are as follows:—The defendant will deliver to the proper officer a memorandum, dated on the day of delivering it, stating that he defends in person; or if he defends by a solicitor, the name of his solicitor, and his place of business, also, an address for service, which, if the appearance is entered in London, must be within three miles of Temple-bar, or if in a district registry, within the district. A defendant who appears elsewhere than where the writ is issued must give notice to the plaintiff of his appearance either by notice in writing, served in the ordinary way, or by letter posted on the day of delivering the memorandum. Upon receipt of the memorandum of appearance, the officer will enter the appearance in the Cause Book. A defendant may appear at any time before judgment; but if he appears after the time limited for appearance he must on the same day give notice thereof to the plaintiff's solicitor (w).

As to proceedings in default of appearance, the most important changes are the following:—(1) In no case will it be necessary to enter an appearance for any defendant in default. Actions in the Chancery Division, in which a party served with the writ fails to enter an appearance, upon the filing by the plaintiff of an affidavit of service, will proceed as if such party had appeared (x). (2) Where the plaintiff's claim is for a debt or liquidated demand only, and the writ is not specially indorsed, and the defendant fails to appear, no statement of claim need be delivered; but on the filing of an affidavit of service and

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| (f) Order 13, rule 3. | (d) Order 29, rule 2. |
| (g) <i>Id.</i> rule 4. | (e) <i>Id.</i> rule 3. |
| (h) See order 42, rule 15. | (f) Order 3, rule 8. |
| (i) Order 21, rule 4. | (g) Order 16, rule 1. |
| (j) Order 14, rule 1. | (h) <i>Id.</i> rule 2. |
| (k) <i>Id.</i> rule 3. | (i) Order 2, rule 6. |
| (l) <i>Id.</i> rule 6. | (j) Order 6, rule 1. |
| (m) Order 22, rule 3. | (k) Order 6, rules 6—8. |
| (n) Order 14, rule 4. | (l) Order 9, rule 1. |
| (o) <i>Id.</i> rule 5. | |

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| (n) <i>Id.</i> rule 2. | (n) <i>Vaughan v. Widdan</i> , 23 |
| (o) Order 10. | W. R. 138, L. R. 10 |
| (p) Order 9, rule 13. | C. P. 47. |
| (q) <i>Id.</i> rule 8. | (v) <i>Ante</i> , p. 843. |
| (r) Order 11, rule 1. | (w) Order 12, rules 6—15. |
| (s) <i>Id.</i> rule 3. | (x) Order 13, rule 9. |
| (t) <i>Id.</i> rule 4. | |

a statement of the particulars of his claim, the plaintiff may, after eight days, enter final judgment (y). The proceedings in default of appearance, when the writ is specially indorsed, have been already stated. (3) In actions of detinue or for damages, interlocutory judgment may be entered upon default of appearance, and a writ of inquiry may issue upon the indorsement on the writ. It is important to observe that power is conferred upon a judge to order that, instead of a writ of inquiry, the damages may be ascertained in any way in which any question arising in an action may be tried, i.e., by trial before a judge, or judge and jury, or judge with assessors, or a referee (z).

LEGISLATION OF THE YEAR.

I.

INTERNATIONAL COPYRIGHT.

CAP. 12.—*An Act to amend the Law relating to International Copyright.*

The International Copyright Act of 1852 enables her Majesty by Order in Council to direct that the authors of dramatic pieces first publicly represented in any foreign country shall be empowered to prevent the representation in the British dominions of any unauthorized translation of such dramatic pieces for a period not exceeding five years. But by section 6 of that Act it was provided that "nothing herein contained shall be so construed as to prevent fair imitations or adaptations to the English stage of any dramatic piece or musical composition published in any foreign country." Under the convention which was ratified by this Act, the question of what was a fair imitation or adaptation was expressly left to be decided by the courts of justice of the respective countries. In *Wood v. Chart* (18 W. R. 822, L. R. 10 Eq. 193) Vice-Chancellor James expressed an opinion that a translation of a French play, of which the title had been changed, the names of the *dramatis personæ* altered, some changes made in the descriptions of scenery, and some alterations in the dialogues, would not be a fair imitation or adaptation within the Act. In that case the author had not complied with the provisions of the statute, and had, therefore, acquired no rights under it; but the Vice-Chancellor stated that if he had complied with the provisions, he (the Vice-Chancellor) would have had no hesitation in restraining the acting of the adaptation. Difficulties seem, however, to have been apprehended in the judicial interpretation of this section, and the present Act enables her Majesty in any case in which, by virtue of the previous Act, an Order in Council has been made extending protection to dramatic pieces, to direct by Order in Council that the 6th section of the Act of 1852 shall not apply.

LETTERS OF ADMINISTRATION.

CAP. 27.—*An Act to extend to the Surviving Children of Poor Widows the Benefits of the Act 36 & 37 Vict. c. 32, intitled "An Act for the Relief of Widows and Children of Intestates where the Personal Estate is of Small Value."*

Two years ago an Act was passed enabling the widow or children of an intestate whose whole estate does not exceed £100, where they live more than three miles from the registry of the Court of Probate, to apply for letters of administration to the registrar of the county court within the district of which the intestate had his fixed place of abode at the time of his death. The present Act extends the benefits of the Act of 1873 to the children of an intestate widow.

(y) *Id.* rule 6.

(z) *Id.* rule 6.

ARTISANS' DWELLINGS.

CAP. 36.—*An Act for Facilitating the Improvement of the Dwellings of the Working Classes in Large Towns.*

This Act is intended to provide a means of demolishing the "rookeries" of our great cities, and substituting for them more wholesome dwellings. It cannot be said to err on the side of rash or sweeping legislation. It is in the first place limited to towns containing a population of 25,000 and upwards. In the next place in order to set the machinery provided in motion the medical officer of the district must make an official representation that houses within a certain area are unfit for human habitation or unhealthy, and that the evils thus occasioned cannot be remedied except by an improvement scheme for the reconstruction of the houses. Two justices or twelve ratepayers may, by complaining of the unhealthiness of any area, compel the medical officer to inspect it and report whether it is or is not such an area as above described. Next, the local authority to whom the representation is made (in the City the Commissioners of Sewers, in the metropolis the Board of Works, and elsewhere the urban sanitary authority), before taking any step, must be satisfied of the truth of the representation, and of the sufficiency of their resources. If they take no step, they must send a copy of the official representation and a statement of their reasons for not acting upon it to the confirming authority, who may direct a local inquiry to be held, and a report to be made to them; but no power appears to be given to compel the local authority to proceed. If the local authority decide to proceed upon the representation, they will forthwith frame a scheme of improvement. In doing so they are not bound to confine themselves to the area in respect of which the representation has been made, and this power is obviously necessary, for improved sanitary arrangements usually mean more roomy houses, and the local authority are bound to provide for at least as many working-men as may be displaced by their scheme.

When the scheme has been completed the local authority must advertise it during three consecutive weeks in September, October, or November, in one and the same paper circulating within the jurisdiction of the local authority, naming a place within or near the area affected where a copy of the scheme can be seen. In the month following the publication of the advertisement notice must be served on the owners, lessees, and occupiers of all lands proposed to be taken compulsorily.

The next step is to obtain a confirmation of the scheme. In order to this, the local authority in the City or the metropolis must petition a Secretary of State, and local authorities elsewhere the Local Government Board, for a confirming order. If the confirming authority think fit to proceed with the case they will direct a local inquiry to be held, and upon receiving the report made upon such inquiry may make a provisional order confirming the scheme either absolutely or with modifications. This order must be served on the owners, &c., of the lands. It will be of no validity until has been confirmed by Act of Parliament, when it is to be deemed to be a public general Act. It will be seen that there are five stages in which opposition may be raised and influence brought to bear against the scheme. A discretion is given to the confirming authority to allow to any owner of land the costs properly incurred by him in opposing the scheme. These costs, as well as those incurred by the confirming authority in relation to the provisional order, are to be deemed an expense incurred by the local authority, and are to be repaid by them in such manner as the confirming authority may direct. As a check against vexatious opposition in Parliament, it is provided that if the Bill confirming the provisional order is referred to a committee of either House upon the petition of any person opposing it, the committee shall be bound to consider whether the opposition to the Bill was or was not justifiable, and to award costs accordingly.

When the confirming Act has been passed it becomes the duty of the local authority to carry the scheme into execution. Various modes of accomplishing this object are open to them. Provision may have been made by the scheme for the owners of the lands affected carrying it out themselves under the control of the local authority, who may contract with them to do so. If lands are purchased by the local authority they may re-sell or let all or any part of the area under the condition that the purchasers or lessees will carry the scheme into execution, and with a proviso for the re-vesting of the land or the re-entry of the local authority thereon "on breach of any provision in the grant or lease"—a provision which would seem to impose some difficulty on the purchaser's raising money by mortgage to carry out his project. Or they may engage with any body of trustees, or society, or person to carry the whole or part of the scheme into effect. They cannot themselves re-build the houses without the express approval of the confirming authority.

A discretion is given to the confirming authority, on the application of the local authority, to permit, within certain limits, the latter to modify a scheme which has been authorized by a confirming Act.

If, within five years after the removal of any buildings on the area, the local authority have not sold or let the land, or have made no arrangements for the erection of new dwellings, the confirming authority may order the land to be sold subject to the conditions imposed by the scheme. There seem to be no special means provided of compelling the local authority to proceed with a scheme when they have not removed any buildings, other than those afforded by the law for compelling the fulfilment of a statutory duty.

An improvement fund for the purposes of the Act is to be formed by the local authority out of the rates, or moneys borrowed on the credit of the rates, or on the security of the property acquired under the Act.

As to the acquisition of land, the provisions of the Lands Clauses Consolidation Act, 1845 (except those relating to the taking of land otherwise than by agreement), and of the Lands Clauses Consolidation Acts Amendment Act, 1860, are incorporated in the Act, and provisions are made in the schedule with reference to the purchase and taking of lands in England otherwise than by agreement. These provisions may be briefly summed up as follows:—The local authority must deposit with the confirming authority, maps and schedules of the land proposed to be taken compulsorily, with the names of the persons interested. The confirming authority will then appoint an arbitrator (to be paid by the local authority), to whom the confirming authority will deliver the maps and schedules. The local authority must next advertise the appointment of the arbitrator, the deposit of the plans, and a requisition to the persons interested to send in to the arbitrator a statement in writing of the nature of their claims. The arbitrator will adjudicate upon the claims sent in, and will frame a provisional award, of which he will give notice, appointing a time for hearing objections. Having heard them he will make his final award, to be deposited at the office of the confirming authority; a copy also being deposited at the office of the local authority. The latter will publish notice of the deposit, and a further notice requiring all persons claiming any interest in the lands to deliver to them a statement of their claim, and an abstract of title, to be paid for by the local authority. The local authority must, within thirty days from the delivery of this statement and abstract, deliver to any person absolutely entitled to the land a certificate of the amount of the compensation to which he is entitled under the award, and, within thirty days after demand, pay this amount to him. If the local authority make wilful default in this payment judgment may be entered up against them for the amount mentioned in the certificate, with costs. Upon payment of the money the person receiving it is to give the local authority a receipt stamped as a conveyance, and

prepared at the cost of the local authority, which is to have the effect of a conveyance of all the estate in the hands of the person receiving the money and of all persons claiming under him. If the person claiming is not absolutely entitled, or the title is not satisfactory, or if the owner refuses to produce his title, or refuses to receive any certificate or accept the amount therein specified as payable to him, sections 69–80 of the Lands Clauses Act with respect to compensation to persons having limited interests are made applicable. Upon payment of the compensation money and obtaining the receipt, the local authority may enter on the lands. Power is also given to them to enter on the lands at any time after the provisional award, on depositing in the Bank of England an amount to be certified by the arbitrator, and paying five per cent. interest on the compensation money.

Where the amount of compensation awarded exceeds £500, an appeal may be made to a jury, on notice being given to the other party within ten days after the cause of appeal has arisen. When such notice has been given the provisions of sections 38–57 of the Lands Clauses Act are to apply, except sections 47 and 51. Where the person claiming compensation appeals, and the verdict is for a sum exceeding the award, the local authority are to pay to him the taxed costs of the trial; if the verdict is for a sum not exceeding the award, the person appealing must pay to the local authority the taxed costs. Where the local authority appeals, and the verdict is for less than the award, they are nevertheless to pay to the other party such sum, not exceeding £20, for costs as the sheriff may direct. If the verdict is for a sum equal to or exceeding the award, the local authority must pay the taxed costs. The amount of the compensation awarded by the arbitrator is not to be communicated to the jury.

Appointments, &c.

MR. FRANK CHALLICE CONSTABLE, barrister, has been appointed Government Pleader in the Kurrachee Collectorate, and Public Prosecutor for the Sessions Division of Kurrachee. Mr. Constable was educated at Trinity College, Cambridge, where he graduated as a senior optime in 1870. He was called to the bar at Lincoln's Inn in Hilary Term, 1872, and was formerly on the Home Circuit.

MR. WILLIAM STEPHEN DAGLISH, solicitor, of Newcastle-upon-Tyne and Jarrow, has been elected as the first Town Clerk of the newly incorporated Borough of Jarrow. Mr. Daglish was admitted a solicitor in 1853, and is clerk to the Jarrow Board of Health.

MR. CHARLES FRYER, solicitor, of the firm of Cattley & Fryer, of Preston, has been appointed Town Clerk of Preston, in succession to Mr. Ascroft. There were twenty-eight candidates for the office. Mr. Fryer was admitted a solicitor in 1857, and is Mayor of Preston for the present year. His appointment will date from the expiration of his year of office as mayor of the borough.

MR. JOHN ALEXANDER SHEPARD, solicitor, of Tredegar and Brynmawr, has been elected Clerk to the Rhymney Local Board of Health. Mr. Shepard was admitted a solicitor in Trinity Term, 1874.

NEW COMMISSIONERS FOR TAKING AFFIDAVITS.

MR. CHARLES ROBERTS, Exeter (Queen's Bench and Common Pleas).

MR. ROBERT LOCK, Tenby (Queen's Bench and Exchequer).

MR. JOHN WILLIAM BROUGHALL (of the firm of Edwards & Broughall), Shrewsbury (Queen's Bench).

The town council of South Shields have passed a resolution in favour of the appointment of a stipendiary magistrate for that borough.

Obituary.

MR. HENRY PHILIP ROCHE.

Mr. Henry Philip Roche, barrister-at-law, one of the registrars of the Court of Bankruptcy, died at his residence, 12, Sunderland-terrace, Westbourne-park, on Monday last, from disease of the heart. Mr. Roche was a member of a very old Irish family, and was a near relative of Lord Fermoy. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1848, and formerly practised as an equity draftsman and conveyancer. He was appointed one of the registrars of the Court of Bankruptcy on the passing of the Bankruptcy Act of 1861, and both in that year and in 1869 it became his duty to aid in carrying out an entirely new system of practice. He was very successful in discharging his official duties, and was much respected and esteemed by all the members of the profession who practised before him. This feeling found expression in the course of the proceedings in the Court of Bankruptcy on Tuesday last, when Mr. Linklater expressed the regret felt by himself and the profession generally at the great loss the court had sustained in the death of Mr. Registrar Roche, who was much esteemed alike for the soundness of his decisions and his courteous and kindly bearing towards all who had to come before him. Mr. Roche published, jointly with Mr. William Hazlitt, the chief registrar of the court, a treatise on bankruptcy practice, of which there was a new edition in 1873, and which has proved a work of great value. Mr. Roche leaves three sons and one daughter. It appears that he had complained of being unwell for some time, and finding his health failing, had taken an early vacation in the hope that an interval of rest would restore his powers, but unfortunately such was not the result.

MR. JOHN WOOD.

Mr. John Wood, solicitor, died at his residence, The Mount, York, on the 30th ult., at the age of seventy-seven. Mr. Wood was born in 1798, was admitted a solicitor in 1819, and practised at York up to the time of his death. He had filled for many years the office of coroner for the York division of the county, and performed the duties of that office with much ability and success. He was in partnership with his sons, Mr. John Prescott Wood (admitted in 1846) and Mr. Henry Wood (admitted in 1857). His private practice was very large, his firm being solicitors to the York Union Banking Company, and to the York New Waterworks Company. Mr. Wood was also for several years coroner for the City of York, an office now held by his eldest son; and he was at one period clerk to the York Board of Guardians and superintendent registrar for the district.

MR. RICHARD MULLENS.

Mr. Richard Mullens, solicitor, of Cheapside, died on the 7th inst., after a few days' suffering from an attack of jaundice. Mr. Mullens was admitted a solicitor in 1844, and had ever since been in practice in the City of London, first in partnership with the late Mr. John Bush, and more recently with Mr. Samuel Mullens. During the whole of his professional career his firm were solicitors to the Bankers' Protection Society, and it fell to his lot to conduct the prosecution in many very heavy cases involving mercantile frauds. He had thus obtained a wide and accurate knowledge of commercial and of criminal law, and he enjoyed the confidence of the large banking firms who were accustomed to avail themselves of his advice.

The late Mr. Richard Minter Mount, of Wringham House, Wringham, who for many years was a solicitor in extensive practice at Canterbury, has left, among other bequests, a legacy of £10,000 to the Kent County Ophthalmic Hospital, at Maidstone. After making other minor bequests, he leaves the residue of his property to the Royal South London Ophthalmic Hospital.

Courts.

BANKRUPTCY.*

(Before Mr. Registrar SPRING-RICE, sitting as Chief Judge.)

June 15.—*Re Myers.*

A debtor filed a petition for liquidation under sections 125 and 126 of the Bankruptcy Act, 1869, but in consequence of the omission of his private residence from the description, registration was refused of a resolution passed by creditors to accept a composition. He then, in pursuance of leave granted, filed a second petition, his debts being returned at £1,767, and assets £200, which were stated to have realized about £40. The creditors at the meeting passed a resolution for a liquidation by arrangement, but without granting the debtor any discharge, and the registrar allowed the resolution to be registered.

Held (1), that the debtor had a right to file a second petition for liquidation, and (2), that, although the chance of assets seemed to be slender, the resolution was properly registered.

This was an appeal from an order of Mr. Registrar Keene allowing registration of a resolution in favour of liquidation by arrangement.

In February last the debtor filed a petition for liquidation. He then carried on business, at 132, Euston-road, as a wire-worker and manufacturer of bird-cages, and he had a private residence at 2, Tamworth-villas, Hornsey-rise. Under the petition the creditors passed a resolution to accept a composition of 1s. 6d. in the pound, but, in consequence of the debtor having omitted to state in his petition his private residence, registration was refused. Thereupon Mr. Henley, a judgment creditor for £109, levied an execution upon the stock and furniture of the debtor, and caused the same to be sold by the sheriff. In the beginning of March the debtor (having first obtained an order for that purpose) filed a second petition for liquidation, and at the first meeting a resolution was passed by the statutory majority of the creditors for a liquidation by arrangement, and a trustee was appointed. In the meantime an injunction was obtained restraining the sheriff from paying the proceeds to the execution creditor.

The accounts filed by the debtor under the second petition showed the following items:—

Unsecured debts	£1,045	2	4
Creditors partially secured	688	0	0
Creditors for rent, &c.	34	15	0
	£1,767	17	4
Stock in trade estimated at	£150	0	0
Furniture and fixtures at Tamworth-villas	50	0	0
	£200	0	0

It was alleged on behalf of Mr. Henley, though disputed by the debtor, that the stock and furniture had realized £40 only. The debtor alleged that an offer had been made for the purchaser of his interest in the lease of the premises, 132, Euston-road, if the trustee would name a value for the same. Upon application being made to Mr. Registrar Keene to allow registration, Mr. Henley opposed by counsel, but registration was allowed. Mr. Henley appealed.

Hilbery, for the appellant, contended (1) that the former petition was still pending, and that the debtor had no right to file a second petition: *Re Sydney and Wiggins*, 23 W. R. 205; *Ex parte James, Re Conden*, 22 W. R. 937, L. R. 9 Ch. 609; and (2) that the resolution was bad, there being really no estate to liquidate: *Ex parte Russell*, L. R. 10 Ch. 255; *Re Cusker*, 19 S. J. 518.

SPRING-RICE, Registrar.—As to first point, I do not think I need trouble the counsel for the respondent. Registration having been refused of the resolution under the first petition, the proceedings came to an end. Apart from this, the debtor obtained an order to file a second petition for liquidation, and no application has been made to set aside that order.

Brough, for the respondent, as to the second point.—This

* Reported by J. C. BROUGH, Esq., Barrister-at-Law.

is an attempt by one creditor to obtain a preference over the rest. If the proceedings fall to the ground the appellant will be entitled to the proceeds of the sale to the exclusion of the other creditors. *Ex parte Russell* cannot apply, for in that case the discharge was granted. Here the creditors pass a resolution for a liquidation by arrangement. This they have a right to do; they are the best judges as to the probability of there being assets. *Re Quaker* shows that the registrar has a discretion in the matter, and the court will not interfere with the exercise of that discretion.

Hilbery, in reply.

SPRING-RICE, Registrar.—I have already disposed of the first objection. In regard to the second question I think that where the resolution is simply for a liquidation the creditors have a right to pass such resolution although there may appear to be a very slender chance of assets. The case of *Sir William Russell* is distinguishable. In that case there was no reciprocity. The debtor received his discharge, and gave up nothing to his creditors. In the present case the debtor does not receive his discharge, and this, I think, is a very important element. Besides, property may be coming in before the close of the liquidation. The appeal will therefore be dismissed, with costs.

Solicitor for the appellant, F. W. Mount.

Solicitor for the respondent, Sydney.

Legal Items.

The *Standard* says that the first case under the Public Worship Regulation Act is a suit against the Rev. C. J. Edsdale, the Incumbent of St. Peter's Church, Folkestone, for Ritualistic practices, which will shortly be heard before Lord Penzance. There are, it is said, three other cases pending under the new law.

A Conference of Poor Law Guardians is arranged to be held at Southport, on the 8th of October next. The subjects for discussion are:—The law of settlement and removal; the mode of electing guardians, and the period of office; administration of relief generally; the propriety of seeking for the extension of the Government grant in respect of lunatics in specially-adapted workhouses; rating and mode of assessing property; the best method of dealing with vagrants; and county expenditure and representation.

According to the *Otago Daily Times* the New Zealand Maoris are beginning to appreciate the advantages of employing a lawyer. It was decided at a recent meeting that collections should be made to test the validity of the purchase deeds of 1844, 1847, and 1853; that one or more Maoris and a lawyer be sent home to petition the Queen and Parliament for justice; that £5,000 be collected, and when that is gone another £5,000; that the Maoris who go to England be paid £1 ls. a day in New Zealand and £2 2s. in England; the passages of the lawyer and Maoris to be paid by the tribe.

Mr. D. D. Ather, interpreter to the Court of Leipsic, writes to the *Times* that, while the French manufacturers apply in great numbers to the Commercial Court of that city for protection of their trade marks, which, by virtue of an Act passed in the German Parliament on the 14th of November, 1874, is granted to foreign manufacturers in the German empire, only thirty-three English firms have since the 1st of May last, when this law first came into operation, availed themselves of the advantage held out to them. Perhaps, therefore, it may be rendering a service to British manufacturers to remind them that the 30th inst. is the term fixed for the expiration of the registration of old or existing trade marks.

The Victoria correspondent of the *Times* says that a Bill has been introduced in the Upper House giving privileges to solicitors and incorporating a Law Institute. Another Bill has been introduced in the Lower House by Mr. Coppin, the comedian, to amalgamate the solicitors with the barristers. It is difficult to predict the result

of the collision between the two measures, but it is expected that Mr. Coppin's Bill will have the best of it. Years ago Mr. Coppin succeeded in introducing the South Australian Land Transfer system against the opposition of all the lawyers in the House, and he may be equally successful in removing the barrier between the two branches of the profession without consulting the wishes of those on either side of it. It is kept up rigidly in Melbourne only. In the country districts men must be lawyers of all work, or do none. The persons most interested in the change have made no demonstration, but the solicitors generally and the best of the bar are opposed to amalgamation.

With reference to the case of *Re Knowles*, reported in last week's impression, the following letter by Mr. Joshua Crowther appeared in the *Manchester Guardian* of the 31st ult.:—"Re J. K. Runcorn—Accountants' charges in dispute. —Many of our friends are under the impression that the £198 mentioned in your paper of Saturday last are our charges in the matter. It is not so; it is simply a cash account and not charges, and any one conversant with figures will at once see the difference. Out of the sum named we paid all preferential claims, including all creditors whose amounts were too small to accept for, goods supplied for carrying on the business, solicitors' charges representing the creditors, debtor's house expenses and wages, and many other matters of a similar kind; the trustee's remuneration as receiver, manager, and trustee being less than one-sixth of the whole amount, being £29 8s. The observations of the judge were directed against the principle in general, and had no reference to the charges then before him; as he expressly said he was not passing any reflection on those charges, as he had not looked at them. Our estate book is open to the committee of the Home Trade Association, or the council of the Manchester Institute of Accountants—of which society I am a member—or any one appointed on their behalf."

The *Melbourne Argus* says:—An important question as to the law of copyright in newspaper telegrams has lately been debated in the Supreme Court. The proprietors of the *Argus* pay a large sum for the purpose of obtaining the latest telegrams from Europe. Any newspaper proprietors who may wish to publish the telegrams so obtained can do so by paying a contribution towards the expenses incurred. The proprietor (Mr. Luke) of the *Gipps Land Mercury* made an agreement to pay for the right of re-publishing the telegrams. This agreement was carried out for several months, when Mr. Luke cancelled it. The European telegrams received by the *Argus* were, however, republished in another form, as from a Melbourne correspondent of the *Mercury*, with the preliminary words "It is reported," or "The news about town is." This was considered a breach of the copyright which the proprietors of the *Argus* possessed in the telegrams, and as there was another newspaper at Sale that did contribute towards the expenses of the receipt of the telegrams, a suit was instituted in the Equity Court to restrain Mr. Luke from re-publishing the telegrams. It was argued for the defendant that, as the telegrams were matters of news, any one could re-publish them without breach of the Copyright Act. Mr. Justice Molesworth held, however, that the plaintiffs had a property in the telegrams, and that no one could republish them without the permission of the persons to whom they had been sent in the first instance. An injunction was, therefore, granted to restrain the defendant from publishing the telegrams.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Sept. 17, 1875.

3 per Cent. Consols, 94½	Annuities, April, '88, 94½
Ditto for Account, Oct. 5, 94½	Do. (Red Sea T.) Aug. 1868
3 per Cent. Redwood, 93	Ex Bills, £1000, 2½ per Ct. 11 pm
New 3 per Cent. 92½	Ditto, £500, Do, 11 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £500, 11 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year).
Annuities, Jan. '80 —	Ditto or Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 108½	Ditto, 5 per Cent., May, '79 99
Ditto for Account, —	Ditto Debentures, 4 per Cent. 1
Ditto 4 per Cent., Oct. '88, 104½	April, '84
Ditto, ditto, Certificates —	D. Do. 5 per Cent., Aug. '73
Ditto Enforced Pp., 4 per Cent. 92	D. Bonds, 4 per Cent. £1000
nd. Inf. Pr., 5 p C., Jan. '73	Ditto, ditto, under £100

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	115
Stock Caledonian	100	136½
Stock Glasgow and South-Western	100	111
Stock Great Eastern Ordinary Stock	100	82½
Stock Great Northern	100	137
Stock Do., A Stock	100	150
Stock Great Southern and Western of Ireland	100	112
Stock Great Western—Original	100	119½
Stock Lancashire and Yorkshire	100	139
Stock London, Brighton, and South Coast	100	117½
Stock London, Chatham, and Dover	100	90
Stock London and North-Western	100	142½
Stock London and South-Western	100	119½
Stock Manchester, Sheffield, and Lincoln	100	81½
Stock Metropolitan	100	96½
Stock Do., District	100	40½
Stock Midland	100	140½
Stock North British	100	100½
Stock North Eastern	100	171½
Stock North London	100	117
Stock North Staffordshire	100	72
Stock South Devon	100	63
Stock South-Eastern	100	131

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate still remains unchanged, the proportion of reserve to liabilities showing a slight decrease. The home railway market has had some considerable fluctuations but prices show little change from last week. The foreign market has been exceedingly dull and very little variation has occurred. Consols closed at 94½ to 94½ for money and account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COE—Sept. 16, at Hampstead, the wife of Augustus Frederick Coe, solicitor, of a son.
FRITCHARD—Sept. 14, at Gloucester-place, Hyde-park, the wife of T. S. Fritchard, barrister-at-law, of a son.
WELLS—Sept. 10, at Rose Cottage, Finchley, the wife of Henry Halifax Wells, solicitor, 6, Paternoster-row, of a son.

MARRIAGES.

TREVOR—AYRTON—Sept. 14, at the parish church, Skelton-in-Cleveland, Yorkshire, William Charles Trevor, of Guisborough, Yorkshire, son of Charles Trevor, of 18, Norfolk-crescent, Hyde-park, to Mary Arnold, second daughter of William Scrope Ayrton, of Clifden, Saluburn-by-the-Sea, late her Majesty's Commissioner in Bankruptcy for the Leeds District.

WHEELER—GERRARD—Sept. 11, at the Church of All Souls', Langham-place, Sergeant Wheeler, to Alice, eldest daughter of the late Thomas Gerrard, of Adlington, Lancashire.

DEATH.

PURCELL—Sept. 9, at 36, Graham-street, Eaton-square, Belgrave, A. Boyd Purcell, of the Inner Temple, barrister-at-law.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Sept 10, 1875.

LIMITED IN CHANCERY.

Globe Galvanized and Corrugated Iron Company, Limited.—By an order made by V.O. Bacon, dated Aug 31, it was ordered that the voluntary winding up of the above company be continued. Flax and Leadbitr. Leaderhall st, solicitors for the petitioner.

Indestructible Paint Company, Limited.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Augustus James, Cannon st. N.W. 8, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Onsburn Engine Works Company Limited.—Petition for winding up,

presented Sept 7, directed to be heard before V.O. Bacon on Sept 21. Petition and Co. Lombard st, solicitors for the petitioner.
Rio Grande do Sul Steamship Company, Limited.—Petition for winding up, presented Sept 7, directed to be heard before V.O. Bacon on Tuesday, Sept 21. Nicholson and Co, Lime st, solicitors for the petitioners.

Silkstone Fall Colliery Company, Limited.—Petition for winding up, presented Aug 27, directed to be heard before V.O. Bacon on Sept 21. Kimber, Queen st, Cheap-side, petitioner in person.

COUNTY PALATINE OF LANCASTER.

General Building Material Company, Limited.—Petition for winding up presented Aug 19, directed to be heard before V.O. Little at the Chancery office, Manchester, on Tuesday, Oct 5. Billson, Liverpool solicitor for the petitioner.

TUESDAY, Sept. 14, 1875.

LIMITED IN CHANCERY.

Pavy's Patent Felted Fabric Company, Limited.—V.C. Bacon has, by an order, dated Sept 7, appointed Frederick Maynard, Queen Victoria st, and Henry Minchin Simons, St Swithin's lane, to be provisionally official liquidators.

Friendly Societies Dissolved.

TUESDAY, Sept. 14, 1875.

Cottierstock and Tannor Friendly Society, Gate Inn, Cottierstock, Northampton. Sept 7

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Sept 10, 1875.

Housman, Thomas, Lyme Regis, Dorset. Clerk. Oct 1. Housman v Housman, V.C. Hall. Watson and Sons, Bouverie st Saffery, George, Market Rassin, Lincoln. Gmt. Oct 1. Taylor v Saffery, M.R. Pileher, Seley place, Oxford st

TUESDAY, Sept. 14, 1875.

Randall, Onesiphorus, Holt, Norfolk. Gent. Sept 30. Randall v Hutchins, M.R. Gribble, Abchurch lane

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept 10, 1875.

Allison, Thomas, Gateshead, Durham, Accountant. Sept 30. Robson, Gateshead
Best, William Grosvenor, Compton, Surrey, Esq. Oct 12. Burne and Park, Lincoln's inn fields
Burt, Stephen. Witchampton, Dorset, Yeoman. Oct 1. Rawlins Wimborne Minors or
Davies, Thomas, Pentre, Maeshir, Glamorgan, Publican. Nov 6. James, M. rhyr Tydfil
Elling, William, Barkwar, Hartford, Farmer. Sept 30. Wortham, Roston
Embury, Francis, Winkfield, Berks. Oct 9. Edward George, Chaldon nr Caterham, valdon
Franklin, Dame Jane. Philmore garden, Kensington. Oct 31. Young and Co, st Milfred's court, Poultry
Geary, George, Ashton, Northampton, Farmer. Nov 15. Becke and Green, N. Hampton
Green, Norton, Spencer rd, Ierne hill, Clark in G.F.O. Oct 8. Bassett, Rochester
Hughes, John Goodwin, Leworthy, Clawton, Devonshire. Dec 3. Hadding, Barnstable
Jones, Charlotte, Rossherville, Kent. Oct 1. Hallward, Mitre court, Temple
Kern, Leon. Thurlow terrace, Maitland park, Commission Agent. Oct 24. King and McMillin, Bloom-bury square
Mackrell, James, Whittingham, nr Preston, Lancashire, Joiner. Oct 14. Whitteide, Whitehaven
Mather, James, South Shields, Durham, Esq. Nov 7. Mather and Co, Newcastle-upon-Tyne
Mutchener, Mary, Plymouth, Devon. Dec 1. Woolcombe and Co, Devonport
Payne, Hannah Elizabeth, Great Totham, Essex. Sept 25. Crick and Freeman, valdon
Pocock, George, Borton, Berks, Farmer. Oct 30. Kinnear and Tomb Swindon
Pulman, Thomas, York, Painter. Nov 1. Lodge, Leeds
Ravery, Patrick, Consett, Durham, Travelling Draper. Oct 7. Eldon, Newcastle-upon-Tyne
Slagg, John, Manchester, Commission Agent. Nov 6. Stevenson and Co, Manchester
Smith, Rev Charles George Whiteaker, Carlton Rectory, Nottingham. Nov 1. Holroyde and Smith, Halifax
Taylor, Timothy, Richmond, York, Butcher. Dec 31. Thompson, Richmond
Theakston, Solomon Wilkinson, Scarborough, York, Bookseller. Oct 30. Woodall and Woodall, Scarborough
Townsend, Joseph, Chesterfield, Derby, Retired Currier. Dec 1. Grator, Chesterfield
Walker, John Severn, Malvern Wells, Worcester, Esq. Oct 6. Hughes, Worcester
Wellington, Mary, Offenham, Worcester. Oct 6. Eades and Son, Evesham
Whetler, Mary Ann, Lewisham lane, Greenwich. Oct 1. Fry and Hudson, Mark lane
Wilkinson, Rev Percival Spearman, Mount Oswald, Durham. Oct 31. Griffith and Co, Newcastle-upon-Tyne

TUESDAY, Sept 14, 1875.

Baldwin, Henry George, Squirrels st, Bethnal green, Mason. Oct 4. Simpson and Palmer, Borough High st
Bennett, John, Shaftesbury, Dorset, Stationer. Nov 2. Loush, Langport

Brown, Mary Ann, Brington, Somerset. Nov 30. Wadham and
 Chilton, Bristol
 Gills, Sarah, Maiden vale. Oct 26. Bartley and Co, Somerset st,
 Portman square
 Goulden, Samuel, Portishead, Somerset. Nov 1. Strickland, Bristol
 Hayerast, Stephen Westbrook, Fort Beaufort, Cape of Good Hope, Gent.
 Nov 1. Ingle and Co, Threadneedle st
 Jones, George, Landport, Hanis, Dyer. Oct 1. Besant and Porter,
 Fortnes
 Kerby, James, Harshill, Warwick, Gent. Oct 20. Jaques, Birming-
 ham
 King, James, Fulbourne, Cambriges, Farmer. Oct 9. Hall, Ely
 Knowles, Edward, Naitone, Leicester, Farmer. Dec 1. Bartlett and
 Son, Loughborough
 Makings, Joseph, Broad green, nr Liverpool, Butler. Oct 23. Pears and
 Co, Liverpool
 Matthews, Edmund Harley, Alwyns rd, Canonbury. Oct 16. Plews
 and Irvine, Mark lane
 Salfey, Henry, Southampton, Brewer. Nov 1. Lomer, Southampton
 Palmer, Pierrette Jeanne Adelaide, Wigmore st, Cavendish square,
 Milner, Oct 9. Boyce and Ridley, Abchurch lane
 Sain, Robert, Norbiton, Surrey, Gnat. Dec 1. Torr and Co, Bedford
 row
 Selwyn, Rev William, Cambridge. Oct 24. Wortham, Royston, Herts
 Treadaway, George, Croydon, Surrey, Retired Bricklayer. Nov 13.
 Barrett, Bell yard, Doctors' commons
 Tynes, James, Liverpool, Esq. Nov 3. Field and Weightman, Liver-
 pool
 Tynes, John, Ulverston, Lancashire, Builder. Oct 9. Remington,
 Ulverston
 Waterworth, Isabella, Leigh, Lancashire. Sept 27. Marsh and Son,
 Leigh
 Wey, Brodley Wilson, Newport, Isle of Wight, Miller. Oct 11. Pittis,
 Newport

Bankrupts.

FRIDAY, Sept. 10, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Alexander, Nathaniel, Brice Hugh Pearse, and Alexander Collie,
 Great Winchester st, East India Agents. Pet Sept 8. Roche. Oct
 1 at 12.30

To Surrender in the Country.

Smith, James, St Ives, Cornwall, Grocer. Pet Sept 7. Chilcott.
 Truro, Sept 22 at 11
 Stenue, Lauritz, Bulman's village, Northumberland, Shipbroker. Pet
 Sept 8. Mortimer. Newcastle, Sept 21 at 2
 Green, William, and Henry Green, Birkenhead, Cheshire, Auctioneers.
 Pet Sept 7. Wason. Birkenhead, Sept 21 at 10
 Russell, John, Hay, Brecon, Butcher. Pet Sept 6. Reynolds. Here-
 ford, Sept 23 at 1
 Smith, Thomas, and Albert White, Christchurch, Hants, Coal Mer-
 chants. Pet Sept 7. Dickinson. Poole, Sept 21 at 12.30
 Sheard, Charles, Gorleston, Suffolk, Sail Maker. Pet Sept 7. Wor-
 ledge. Great Yarmouth, Oct 1 at 11
 Wood, Robert Jessop, Dunkirk Farm, Lenton, Nottingham, Farmer.
 Pet Sept 8. Speed. Nottingham, Oct 12 at 11

TUESDAY, Sept. 14, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burnett, Edward, Dover st. Pet Sept 9. Pepps. Sept 28 at 12.30
 Pannel, Jules, Lancaster rd, Westbourne park. Pet Sept 9. Pepps.
 Sept 28 at 11
 Johnson, Thomas, Tooley st, Licensed Victualler. Pet Sept 9.
 Pepps. Sept 28 at 12
 Power, David Edward, Abingdon villas, Kensington. Pet Sept 11.
 Pepps. Sept 30 at 12
 Lewndel, Alfred, Essex rd, Islington, American Organ Manufacturer.
 Pet Sept 10. Murray. Sept 30 at 11

To Surrender in the Country.

Bond, William, Idle, York, Stuff Manufacturer. Pet Sept 7. Robin-
 son. Bradford, Sept 24 at 9
 Gilson, Daniel, Sheffield, Fish Curer. Pet Sept 9. Wake. Sheffield,
 Sept 27 at 10
 Long, Richard, Liverpool, Engineer. Pet Sept 9. Watson. Liverpool,
 Sept 27 at 2
 Mitchell, James, and Archibald Steele, Newcastle-upon-Tyne, Drapers.
 Pet Sept 9. Pybus, jun. Newcastle, Sept 25 at 11
 Ward, James, Manchester, Fine Art Dealer. Pet Sept 9. Kay. Man-
 chester, Sept 30 at 9.30

BANKRUPTCIES ANNULLED.

TUESDAY, Sept. 14, 1875.

Pence, Charles, Evelyn st, Deptford, Carpenter. Aug 10

Liquidation by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, Sept. 10, 1875.

Alexander, Nathan, Houndditch, Wholesale Clothier. Sept 27 at 3 at
 offices of Montagu, Bucksbury
 Arthur, John, Kidwelly, Carmarthen, Colliery Proprietor. Sept 24 at
 12 at the Town Hall, Carmarthen. Thomas and Browne, Carmarthen
 Baker, John, and William Carr Harrison, Darlington, Timber Mer-
 chants. Sept 23 at 11 at offices of Huxton and Bolsever, High st,
 Stockton-on-Tees
 Berry, Catherine, Everton, Liverpool, Grocer. Oct 5 at 11 at offices of
 Love, Castle st, Liverpool

Beecham, John Watson, Moss Side, nr Manchester, Grocer. Sept 27
 at 3 at offices of Adleshaw and Warburton, King st, Manchester
 Bell, Thomas Adolphus, and Alphonse Camille Boring, Grutehad friars,
 Merchants. Sept 28 at 3 at offices of Coburn, Leadenhall st
 Bernstein, David, Regent st, Cigar Merchant. Sept 24 at 3 at offices of
 Montagu, Bucksbury
 Boyes, Walter Escott, Stratford, Essex, Grocer. Sept 21 at 2 at offices
 of Blachford and Co, College hill, Cannon st
 Brashaw, Joseph, jun, Little Moorfield, Warehouseman. Sept 28 at
 3 at Mullens' Hotel, Ironmonger lane, Cheapside. Downing, Basing-
 hall st
 Browne, John de Maine, Manchester, Grocer. Sept 24 at 3 at offices of
 Adleshaw and Warburton, King st, Manchester
 Burton, Jol n, Selby, York, Book Maker. Sept 25 at 11.30 at offices of
 Banks, Abbey place, Selby
 Cartridge, Joseph, Birmingham, Ginger Beer Salesman. Sept 18 at 11
 at offices of East, Eldon chambers, Cherry st, Birmingham
 Cherrington, Philip Whisker, Crowland, Lincoln, Draper. Sept 30 at
 12 at offices of Gaches, Cathedral gateway, Peterborough
 Clarke, Joseph, Spalding terrace, Junction rd, Tuffnell park, out of
 business. Sept 29 at 11 at offices of Hodgson, Salisbury st, Strand
 Collinson, Richard John, Liverpool, Leather Dealer. Sept 22 at 3 at 3
 offices of Smith and Co, Brunswick st, Liverpool
 Coman, H-mry, Norwich, Grocer. Sept 23 at 3 at offices of Sidd and
 Lincay, Church st, Theatre st, Norwich
 Davis, Richard, Birmingham, Builder. Sept 23 at 11 at offices of Smith,
 Temple st, Birmingham
 Dent, James Grenway, West Hartlepool, Durham, Manufacturer of
 Aerated Water. Sept 27 at 3 at offices of Bell, Church st, West
 Hartlepool
 Dowdeswell, John Arthur, Ashborne, Derby, Commission Agent. Sept
 20 at 2 at offices of Holland and Rigby, St John st, Ashborne
 Edwards, Joseph, and Frederick Corfield Edwards, Truro, Cornwall,
 Jewellers. Sept 20 at 12 at offices of Cook, Coombs lane, Fydar st,
 Truro
 Evans, Thomas, Welchpool, Montgomery, Grocer. Sept 23 at 12 at
 the Bull Inn, Church st, Welchpool. Gittins, Newtown
 Franklin, Samuel, Cardiff, Glamorgan, Builder. Sept 23 at 2 at offices
 of Cousins, High st, Cardiff
 Frost, William John, and Henry Harding Lewis, Cleveland st, Fitzroy
 square, Smiths. Sept 21 at 2 at offices of Davis, New Inn, Strand
 Gaulton, Frederick George, Ardwick, Manchester, Engineer. Sept 24
 at 3 at offices of Stead, Bank chambers, Essex st, Manchester
 Gledhill, Richmond, Halifax, York, Plasterer. Sept 23 at 1 at offices
 of Longbottom, Northgate, Halifax
 Hargreaves, Benjamin, Burnley, Lancashire, Draper. Sept 22 at 3.30
 at offices of Arlingdale and Arlingdale, Hargreaves st, Burnley
 Hart, Lyon Abraham, St Swithin's lane, Cigar Merchant. Sept 24 at
 12 at offices of Plunkett, Gutter lane
 Heap, William, Bradford, York, Naturalist. Sept 21 at 11 at offices of
 Burnley, Queensgate, Bradford
 Hemming, Frederick Shand, Belize terrace, Gent. Oct 4 at 2 at
 offices of Blachford and Co, College hill, Cannon st
 Hewitt, Susannah, Lidgett green, Bradford, York. Sept 25 at 2 at
 offices of Cross and Cox, Wellington chambers, Westgate, Bradford
 Hobgan, Hector, Powis st, Woolwich, Furniture Dealer. Sept 21 at 3
 at the Lecture Hall, Royal hill, Greenwich. Bristol
 Holden, Philip Samuel, High st, Stoke Newington, Tailor. Sept 21 at
 2 at offices of Naunton, Cheapside
 Hollings, Richard, Bradford, York, Auctioneer. Sept 28 at 2 at the
 Market Tavern, Goodwin st, Bradford. Robinson and Robinson,
 Keighley
 Huskinson, John Lovell, Nottingham, Chemist. Sept 27 at 12 at the
 Assembly Rooms, Low pavement, Nottingham. Black
 Jones, Daniel, Birmingham, Commission Agent. Sept 21 at 11 at
 offices of Free, Temple row, Birmingham
 Kay, George, Fore st, Costume Manufacturer. Sept 21 at 3 at offices
 of Gower and Co, Cheapside. Marshall and Co, Gresham buildings,
 Guildhall
 Keighley, William Edward, Middleborough, York, Teacher of Music.
 Sept 24 at 11 at offices of Peacock, Zealand rd, Middleborough
 Kendrick, James Farange, Knightbridge st, Merchant. Sept 25 at 3 at
 offices of Haydon and Vivian, New City chambers, Bishopsgate
 at within. Kimber, Queen st, Cheapside
 Lea, John Kynaston, Easthope, Salop, Farmer. Sept 23 at 11 at offices
 of Morris, Swan hill, Shrewsbury
 Linthwaite, John, Nottingham, Lace Maker. Sept 24 at 12 at offices
 of Brittle, St Peter's chambers, Nottingham
 Marshall, Edward, and Walter Marshall, St John st rd, Timber Mer-
 chants. Sept 23 at 12 at 145, Cheapside. Rogers, Knightbridge st
 Muller, Ferdinand, Birmingham, Gun-stock Dealer. Sept 29 at 12 at
 offices of Beale and Co, Waterloo st, Birmingham
 Nathan, Benjamin, Birmingham, Tailor. Sept 18 at 10.15 at offices of
 East, Eldon chambers, Cherry st, Birmingham
 Norton, Henry Edward, North end, Croydon, Boot Maker. Sept 27 at
 2 at Mullens' Hotel, Ironmonger lane. Pullen, Basinghall st
 Peacock, James, Huddersfield, York, Draper. Sept 27 at 12 at the
 Mitre Hotel, Cathedral gates, Manchester. Craven and Sunderland,
 Huddersfield
 Pratt, Middleton, and James Lancaster, Halifax, York, Engineers.
 Sept 23 at 3 at offices of Clough and Son, Market st, Huddersfield
 Richards, David, Aberystwith, Cardigan, Chandler. Sept 23 at 12 at
 offices of Jones, Great Dark gate st, Aberystwith
 Roberts, Isaac, Liverpool, Builder. Sept 24 at 3 at offices of Barrell
 and Rodway, Commerce court, Lord st, Liverpool
 Roberts, William David, Swansea, Glamorgan, Draper. Sept 31 at 11
 at offices of Howell, Park st, Llanelly
 Rundle, John, Stockton-on-Tees, Durham, Fruiterer. Sept 24 at 3 at
 offices of Draper, Finkle st, Stockton-on-Tees
 Saunders, Benjamin Frederick, Tynenydd, Glamorgan, Grocer. Sept
 30 at 12 at offices of Rosser, Post office chambers, Pontypridd
 Shadforth, Chester, West Hartlepool, Durham, Shoe Dealer. Sept 28
 at 3 at offices of Todd, Surtees st, West Hartlepool
 Simon, Henrietta Margaret, Kent gardens, Ealing. Sept 27 at 12 at the
 Cannon st Hotel. Pettengill, Walbrook

Snook, John, Laverstock, Wilts, Machinist. Sept 24 at 3 at the Red Lion Hotel, Salisbury, Shute, Southampton
 Stevens, Henry, Lewes, Sussex, Shoeing Smith. Sept 22 at 11 at the Bear Hotel, Lewes. Hillman, Lewes
 Thomas, Ann, Pontardulais, Glamorgan, Grocer. Sept 23 at 3 at offices of Tennant, Aberavon
 Thompson, Edmund, Leadenhall st, Shipbroker. Oct 5 at 3 at offices of Minion and Co, Carey lane, General Post Office. Ensisle and Co, Leadenhall st
 Thompson, Thomas Henry, Newcastle-upon-Tyne, Ironmonger. Sept 24 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Urquhart, James Grant, Bolton, Lancashire, Travelling Draper. Sept 20 at 3 at the Commercial Hotel, Albion sq, Lees ds. Robinson, Bolton
 Vaughan, Thomas, Great Torrington, Devon, Draper. Sept 22 at 11 at the Half Moon Hotel, High st, Exeter. Daw and Son, Exeter
 Waddington, John, Batley, York, Carrier. Sept 22 at 3 at the Wilton's Arms, Commercial st, Batley. Ibberson, Hookmoondwike
 Waterhouse, John Rirkett, Leeds, out of business. Sept 23 at 3.30 at offices of Scholefield and Taylor, Brunswick st, Batley
 Waters, John, Pemberton terrace, Upper Holloway, no occupation. Sept 22 at 2 at 52, Queen st, Cheshire. Kimber
 Whisker, George, Devonshire terrace, Notting hill, Boot Maker's Manager. Sept 18 at 10 at offices of Dobson, Leman st, E
 Whittaker, John, Blackley, nr Manchester, Builder. Oct 4 at 3 at offices of Hinde and Co, Mount st, Manchester
 Wilkinson, Matthew, Hartlepool, Durham, Chemist. Sept 27 at 2 at offices of Bell, Church st, West Hartlepool

TUESDAY, Sept. 14, 1875.

Acquati, Isala, North Shields, Northumberland, Tailor. Sept 29 at 2.30 at offices of Tiney and Co, Howard st, North Shields
 Alexander, James, Edenbridge, Kent, Physician. Sept 29 at 2 at offices of Knight, Basinghall st
 Armston, Thomas, Rotherham, York, Builder. Sept 23 at 1 at offices of Badgers and Rhodes, High st, Rotherham
 Atkinson, Robert, Ulverston, Lancashire, out of trade. Oct 1 at 11 at the Temperance Hall, Ulverston. Jackson
 Austin, James, Cable st, St George's-in-the-East, Greengrocer. Sept 21 at 3 at the Green Dragon Hotel, Bishopsgate st within. Barrett, Cheshire
 Batt, James, Gloucester, Fish Merchant. Oct 1 at 2 at offices of Haines, St John's lane, Gloucester
 Benton, John Wheelodon, Old Charlton, Kent, Gent. Sept 28 at 2 at the Ship Hotel, Greenwich. Parry, Basinghall st
 Bottomley, Jane, and John William Bottomley, Huddersfield, York, Plasterers. Sept 29 at 3 at offices of Ramsden and Sykes, John William st, Huddersfield
 Bradbury, Thomas, Birmingham, Cabinet Maker. Sept 27 at 11 at offices of Hawkes and Weekes, Temple st, Birmingham
 Bradley, Arthur, Oldbury, Worcester, Licensed Victualler. Sept 25 at 11 at offices of Shakespeare, Church st, Oldbury
 Bramley, James, Somerotes, Alfreton, Derby, Brick Maker. Sept 28 at 12 at offices of Thorpe and Thorpe, Thurland st, Nottingham
 Burton, William, Bolton, Lancashire, Grocer. Sept 24 at 3 at offices of Rutter, Mawdsley st, Bolton
 Bush, John, Bath, Pork Butcher. Sept 27 at 11 at offices of Bartrum, Northumberland buildings, Bath
 Cohn, Albert, Old Change, Merchant. Sept 25 at 1 at the Great Northern Hotel, Leeds. Rooks and Co, King st, Cheshire
 Coils, William Ebenezer, Oxford, Licensed Victualler. Sept 27 at 2 at 28, Pembroke st, Oxford. Cooper, Chancery lane
 Cruikshanks, William Henry, Leeds, Plumber. Sept 27 at 11 at offices of Hardwick, Boar lane, Leeds
 Farish, Joseph, Worthington, Cumberland, Blacksmith. Sept 30 at 11 at the Station Hotel, Worthington. Thompson, Worthington
 Fitzgerald, Henry, Knaresborough, York, Grocer. Sept 24 at 12 at offices of Hirst and Capes, James st, Harrogate
 Gamble, James, St Swithin's lane, Merchant. Oct 5 at 2 at offices of Linklater and Co, Waiwood
 Gardner, John, Hawreire, Devon, Builder. Sept 25 at 11 at the Bude Haven Hotel, Exeter. Fryer
 Garland, Henry James, Bath, Builder. Sept 24 at 11 at offices of Bartrum, Northumberland buildings, Bath
 Graham, George Young, Bulkeley, Cheshire, Surgeon. Sept 27 at 3 at offices of Smith, Great Underbank, Stockport
 Graham, William, Watling st, Commission Agent. Sept 22 at 2 at offices of Barnett, New Broad st
 Green, William Charles, Brunswick parade, Upper Norwood, Estate Agent. Sept 25 at 12 at offices of Barrett and Patey, London wall
 Harris, William Arthur, Trinity terrace, Hounslow, Builder. Oct 2 at 11 at offices of Ashby, Clement's lane, Lombard st
 Hinds, Mary, Newcastle-upon-Tyne, Beerhouse Keeper. Sept 23 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Howarth, Robert, Kingston-upon-Hull, Engineer. Sept 29 at 12 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Walker and Spink, Hull
 Isaac, William, Golden lane, Barbican, Packing Case Maker. Sept 24 at 3 at offices of Cooper, Chancery lane
 Jennings, Henry, Coventry, Warwick, Boot Manufacturer. Sept 23 at 12 at the King's Head Hotel, Coventry. Minster, Coventry
 Knot, Joseph, Kingston-upon-Hull, Butcher. Sept 29 at 3 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Walker and Spink
 Lloyd, David, Carmarthen, Tin Plate Worker. Sept 24 at 11 at offices of Green and Griffiths, St Mary st, Carmarthen
 McHardy, John, Gateshead, Durham, Confectioner. Sept 30 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Marsden, James, Barnsley, York, Boot Maker. Oct 2 at 11 at the Coach and Horse Hotel, Barnsley. Freeman, Barnsley
 Moore, Patrick, Aberkenig, Glamorgan, Furniture Dealer. Sept 29 at 12 at offices of Gibbs, Tredgar place, Newport
 Myers, Emanuel, Gratten st, Soho, Clothier. Sept 22 at 11 at offices of Willis, St Martin's court, Leicester square
 Oates, George, Savile town, nr Dewsbury, York, Wool Merchant. Sept 28 at 3 at the Royal Hotel, Dewsbury. Ibberson

Ord, Robert Jackson, Guisborough, York, Farmer. Sept 22 at 11 at offices of Trevor, Market place, Guisborough
 O'Sullivan, Patrick, Northampton st, Essex rd, Islington, House Agent. Sept 28 at 3 at the Ingley Tavern, Grove rd, Upper Holloway
 Paul, Charles, Camborne, Cornwall, Saddler. Oct 6 at 3 at offices of Downing, Redruth
 Penwarden, Joseph Hoskin, Alton, Hants, Saddler. Sept 27 at 3 at offices of Eve, Victoria rd, Aldershot
 Phillips, James, Bath, Somerset, Jobbing Coach Builder. Sept 27 at 11 at offices of Simmons and Clark, Manvers st, Bath
 Potter, Samuel, sen. and Samuel Potter, jun, Nottingham, Cabinet Makers. Sept 29 at 12 at offices of Heath, St Peter's Church walk, Nottingham
 Precious, Robert, and William Precious, Batley, York, Provision Merchants. Sept 28 at 10.30 at offices of Wooler, Exchange buildings, Batley
 Preston, William, Wanstead, Essex, Builder. Sept 27 at 3 at the Green Dragon Hotel, Bishopsgate st within. Barret, Cheshire
 Ratto, John Baptist, Brighton, Sussex, Italian Merchant. Sept 28 at 3 at offices of Nye, North st, Brighton
 Reader, John Williamson, and Gustav Charney, Liverpool, Cotton Brokers. Sept 29 at 2 at offices of Forshaw and Hawkins, Sweeting st, Liverpool
 Reading, James, Derby, Joiner. Sept 29 at 12 at offices of Gretton, Corn market, Derby
 Slater, Samuel, Darlaston, Stafford, Bolt Manufacturer. Oct 1 at 11 at offices of Duizman and Co, Russell st, Wednesbury
 Smith, Henry William, Liverpool, Boot Dealer. Sept 30 at 3 at offices of Hughes, Lord st, Liverpool
 Smith, James, Chippenham, Wilts, Boot Maker. Sept 29 at 11.30 at offices of Wilton, Westgate buildings, Bath
 Smith, James, Egerton, Kent, Builder. Sept 27 at 2 at the King's Head Inn, Charing. Norwood, Charing
 Stallwood, James, High Wycombe, Bucks, Windsor Chair Manufacturer. Sept 25 at 11 at the Rising Sun Hotel, High Wycombe. Stallwood, High Wycombe
 Sweeney, Samuel, Rotherham, York, Theatre Proprietor. Sept 23 at 3 at offices of Badgers and Rhodes, High st, Rotherham
 Tomalin, William, Birmingham, Tailor. Sept 27 at 2 at offices of Burton, Union passage, Birmingham
 Waters, Agnes, Kidwelly, Carmarthen, Grocer. Sept 24 at 11 at offices of Evans, Queen st, Carmarthen
 Watson, Thomas, King David lane, Shadwell, Carpenter. Sept 23 at 3 at offices of Lea, Old Jewry chambers
 Watson, William, Bristol, Gent. Sept 27 at 2 at offices of Perrin, Estate Mart, Small st, Bristol
 Watt, George, and Andrew Heslop Stokoe, Newcastle-upon-Tyne, Jewellers. Sept 24 at 2 at offices of Chartruss and Youll, Grange st west, Newcastle-upon-Tyne
 Way, Francis Hopkins, Newton Abbot, Devon, Fancy Draper. Sept 25 at 11 at offices of Creed, Courtney st, Newton Abbot
 Webber, William, Myzdydislava, Monmouth, Innkeeper. Sept 29 at 2 at offices of Tribe and Co, High st, Newport. Dixon, Pontypridd, Newport
 Wells, Thomas, Birmingham, Eating House Keeper. Sept 24 at 11 at offices of Free, Temple row, Birmingham
 Whitehouse, Isaac, Tipton, Stafford, Greengrocer. Sept 25 at 3.30 at Travis, Church lane, Tipton
 Whitely, Edward, Shrewsbury, Salop, Butcher. Sept 27 at 12 at offices of Clarke, Swan hill, Shrewsbury
 Wilson, David Isaac, Howland st, Tottenham court rd, Journeymen Baker. Sept 27 at 2 at 31, Alfred place, Bedford square. Williams
 Wilson, Edward, Leeds, Cotton Dyer. Sept 27 at 3 at offices of Hardwick, Boar lane, Leeds
 Wise, Alexander Albert, New Broad st, Beerhouse Keeper. Sept 30 at 12 at 145, Cheshire. Wild and Co, Ironmonger lane, Cheshire
 Womack, Henry, Whiston, York, Accountant. Sept 24 at 11 at offices of Favell, Westgate, Rotherham

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office 1 Lancaster-places Strand, W.C.

EDE AND SON,

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BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS, &c.

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